

## **EXHIBIT 9**



Nikomarin Shipping Co Ltd  
c/o Care of Anosis Maritime SA  
13, Pandoras & Kyprou Streets, Glyfada, 166 74 Athens  
Greece

Sent with courier and email to [anosis@anosis-maritime.com](mailto:anosis@anosis-maritime.com)

### M/V NIKOMARIN – UNPAID CLAIMS FOR SUPPLY OF BUNKERS

We are attorneys to Arte Bunkering OÜ, a company involved in the worldwide purchase and resale of bunker fuel (“**Arte**”) and contact you in respect of unpaid claims for a stem of RMG380 Max Sulfur 0.1% delivered to M/V Nikomarin – IMO 9401506 (the “**Vessel**”). We understand you are the registered owners of the Vessel. We kindly request that you pass a copy of this letter, and the supporting documentation, to all owner interests in the Vessel.

On or about 16 February 2021, our client supplied the Vessel with 978.4460 MT of RMG380 Max Sulfur 0.1% in Singapore (the “**Delivery**”). The Delivery was ordered by Bostomar Shipping Pte Ltd (the “**Customer**”) as evidenced by our client’s invoice dated 16 February 2021 (enclosed). Arte’s confirmation dated 10 February 2021 is also enclosed hereto.

Upon Delivery the Chief Engineer of the Vessel took receipt of the Bunkers and stamped the Bunker Delivery Note (the “**BDN**”) on behalf of the Vessel, confirming the Vessel taking receipt of the Delivery (enclosed). We assume the Vessel will already have consumed the bunkers.

As is customary in the bunkering industry, our client’s Customer was afforded credit but despite several payment reminders the invoice for the bunkers in the amount of USD 499,007.46 has not yet been settled.

Arte’s General Terms and Conditions of Sale (enclosed – the “**T&Cs**”) are incorporated into the bunker supply contract for the Delivery by way of reference in Arte’s confirmation. Clause 5.7 of the T&Cs provides that interest accrues on the outstanding at the rate of 3% per month pro rata. Arte is further entitled to charge a delayed payment administration fee of USD 1.50 per metric ton supplied

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Copenhagen  
27 May 2021  
File no. 15556

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with a minimum administration fee of USD 500.00. Please note that interest will continue to accrue until payment has been made and further legal and collection costs will be incurred if an arrest of the Vessel is being made, which will also be recoverable by Arte.

The default in payment by the Customer forces our client to take legal action to safeguard its interests. We and our client are monitoring the Vessel's movements closely and will be seeking an arrest of the Vessel unless an amicable solution is reached with you in a timely fashion.

You might say in response that you as owners are not liable to settle our client's overdue invoice. However, that would not be a viable defense in multiple jurisdictions and will not relieve you as owners of payment in the event our client resorts to collect and enforce its claims by way of ship arrest. The Vessel may be arrested in multiple jurisdictions worldwide regardless of the owner's contractual obligations (e.g. under the rules of the 1952 Brussels International Convention Relating to the Arrest of Sea-Going Ships or in jurisdictions that grant maritime lien to bunkers and other "necessaries".)

For the avoidance of doubt, Arte has no intention to interrupt the trading of the Vessel if the owners, operators or other Vessel interests undertake to make payment within a short period or enter into a dialogue with Arte.

On this background we request your confirmation that owners will pay

**USD 499,007.46**

within 7 days from today. Subject to receiving your confirmation, we are happy to provide a mutually acceptable Settlement and Release Agreement for your review.

Payment shall be remitted to the bank account stated in our client's invoice.

Should we not receive your unequivocal confirmation, we reserve any and all of Arte's rights under the contract and under law to enforce the unpaid bunker debt. We also reserve the right to approach the financiers (mortgagee) in the Vessel to

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make them aware of the bunker debt that currently attaches to the Vessel they have financed.

The undersigned may be reached by email ([aaf@hafnialaw.com](mailto:aaf@hafnialaw.com)) and telephone (+45 20 62 38 62)

We look forward to hearing from you at your earliest convenience.

Yours faithfully  
HAFNIA LAW FIRM

Anders Amstrup Fournais

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